



County of Los Angeles CHIEF EXECUTIVE OFFICE

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DAVID E. JANSSEN
Chief Executive Officer

July 3, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**APPROVAL OF AGREEMENT WITH THE LOS ANGELES COUNTY POLICE
OFFICERS ASSOCIATION FOR REIMBURSEMENT OF PERSONNEL COSTS AND
RELATED MATTERS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF, OFFICE OF PUBLIC SAFETY, AND
DIRECTOR, DEPARTMENT OF CORONER:**

1. Approve the attached Agreement for Reimbursement between the Los Angeles County Police Officers' Association (LACPOA), the Office of Public Safety (OPS), and Department of Coroner (Coroner) authorizing OPS and Coroner to recover costs associated with the release of personnel to work on union business.
2. Instruct the Chief, OPS, to carry out the terms of the Agreement and to bill LACPOA for costs incurred pursuant to the Agreement.
3. Instruct the Director, Coroner, to carry out the terms of the Agreement and to bill LACPOA for costs incurred pursuant to the Agreement.
4. Authorize and instruct the Chief, OPS, and the Director, Coroner, to sign the Agreement on behalf of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Agreement will allow OPS, Coroner, and LACPOA to function in the most effective manner possible with respect to public labor relations, and in doing so, assist in the resolution of labor disputes and contract administration. In turn, this will contribute significantly toward maintaining work force stability and continuity of vital services to the County.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of Countywide Strategic Plan Goals of Service Excellence and Public Safety. Approval will allow OPS officers and Coroner investigators to develop expertise in public sector labor relations. Thus, assisting OPS and Coroner in the expeditious resolution of labor disputes, while recovering the associated costs from LACPOA.

FISCAL IMPACT/FINANCING

There is no net County cost impact as costs will be fully reimbursed. Approval of the Agreement will result in payment to the County of approximately \$60,000 (paid in installments) for employees released by the OPS. While the Coroner will be compensated at an hourly rate of \$54.04, total reimbursement amount is currently unknown as this is the first time Coroner has entered into such an agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement before your Board will re-establish and continue the contractual relationship, originally approved in 2002, between the County and LACPOA. The purpose of the proposed Agreement for Reimbursement is similar to that of other labor management agreements previously approved by your Board, including agreements with Local 721, the Professional Peace Officer Association (PPOA), and the Association for Los Angeles County Deputy Sheriff, Inc. (ALADS).

On October 1, 2002, your Board approved an agreement for reimbursement with LACPOA. Under the terms of that agreement, the County provided to LACPOA employees assigned to the OPS for the purpose of developing expertise in public sector labor relations. LACPOA agreed to reimburse the County the actual costs of the County employees as required under the terms of the agreement (including salary, bonuses, reimbursed unused sick leave and any excess accrued vacation time above 320 hours, benefits, etc). The original agreement expired September 30, 2004. On December 14, 2004, your Board approved a subsequent reimbursement agreement with LACPOA with terms and conditions similar to the original agreement. This agreement expired June 30, 2007. Staff have not been released to work on reimbursable activities pending approval of this replacement Agreement by your Board.

In 2004, the Coroner Investigator classification became a part of the membership of LACPOA. Subsequently, LACPOA requested that a member from that classification become a part of the labor team. The OPS and the Coroner, with the assistance of County Counsel and the Auditor-Controller and the concurrence of the Chief Executive Officer, negotiated the new Agreement with LACPOA, whereby the maximum amount of

release time shall not exceed 5,000 hours (based on a 12-month period). Applicable rates during the new term shall be calculated and approved by the Auditor-Controller. The term of the proposed Agreement is from the date of Board approval through June 30, 2010, (unless terminated earlier pursuant to the terms of the Agreement). The Agreement has been approved as to form by County Counsel.

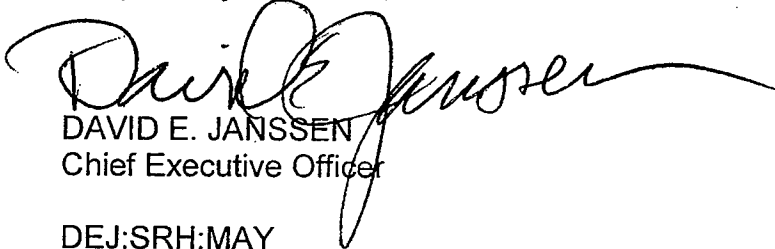
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will enable the OPS and Coroner to recover costs related to the release of employees for the purposes of the Agreement. There will be no negative impact on any County programs or projects from the approval of the Agreement, as the Chief of OPS and the Director of Coroner will retain discretion to approve release of any employee based on the operational needs of each unit respectively and service requirements of the County.

CONCLUSION

It is respectfully requested that the Executive Office, Board of Supervisors, return one (1) approved copy of this Board letter each to OPS Coroner.

Respectfully submitted,



DAVID E. JANSSEN
Chief Executive Officer

DEJ:SRH:MAY
ATH:DC:lbm

Attachments (1)

c: County Counsel
Auditor-Controller
Office of Public Safety
Department of Coroner



**AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
LOS ANGELES COUNTY POLICE OFFICERS ASSOCIATION
FOR REIMBURSEMENT OF PERSONNEL COSTS**

This Agreement is entered into this _____ day of _____, 2007, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the constitution and laws of the State of California (hereinafter referred to as the "County"), by and through its Office of Public Safety (hereinafter "OPS") and Department of the Coroner ("Coroner"), and the Los Angeles County Police Officer's Association, a certified employee organization organized and existing under the laws of the State of California (hereinafter referred to as the "Association").

RECITALS

WHEREAS, OPS is charged with the duty to provide police protection for the patrons, employees and properties of County departments that request services and, to that end, must make all reasonable efforts to promote labor peace and work force stability within its scope of authority; and,

WHEREAS, the Coroner is mandated by law to inquire into and determine the circumstances, manner, and cause of all violent, sudden, or unusual deaths occurring within the County, including all homicides, suicides, accidental deaths, and natural deaths where the decedent has not seen a physician within 20 days prior to death; and,

WHEREAS, the Association is desirous of organizing the operations of its association so as to function in the most effective manner possible as a public sector labor organization, and in so doing, continue to assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services to the County; and,

WHEREAS, the County and the Association have previously entered into an Agreement for Reimbursement of Personnel Costs (the "Prior Agreement"), on December 14, 2004, wherein the County, through OPS, agreed to provide one or more County employees to the Association for the purpose of developing expertise in public labor relations; and,

WHEREAS, the Prior Agreement is scheduled to expire by its terms on the last day in June, 2007; and,

WHEREAS, since the time the Prior Agreement was entered into, the Association has undertaken the representation of Coroner Investigators.

NOW, THEREFORE, in consideration of the mutual covenants herein:

SECTION 1. Work Statement. The County, through OPS and the Coroner, shall provide one or more County employees assigned to OPS and the Coroner to the Association when requested in writing by the Association, for the purpose of developing expertise in public sector labor relations, and therefore, to assist the OPS in the expeditious resolution of labor disputes.

SECTION 2. Scope of Agreement. (a) The scope of this Agreement shall be limited to the services of no more than the equivalent of six (6) full-time employees at any time, unless departmental operational needs allow more. The maximum amount of leave time per fiscal year granted under this Agreement shall not exceed five thousand (5,000) hours (based on a twelve (12) month period).

(b) The Association shall provide written notice to the Chief of OPS and the Coroner Director, or their respective designees, a minimum of five (5) calendar days in advance of designating leave under this Agreement, unless impracticable.

(c) As with the grant of leave of any County employee, the Chief of OPS and Coroner Director shall have discretion to approve release of an employee assigned to their respective office/department, based on the operational needs of said office/department and security requirements of the County; provided, however, that said approval shall not be unreasonably withheld.

SECTION 3. Payment. (a) Except as provided herein, the Association will pay to the County of Los Angeles the actual costs of the County employees as required under the terms of this Agreement, including the salary, bonuses, case reimbursement for unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of their employees, their staff benefits, including but not limited to employee's retirement, health, life and dental insurance, Worker's Compensation benefits at such rates as shall be determined by the Auditor-Controller of the County ("Auditor-Controller") to be the actual costs therein in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the Auditor-Controller, may increase after the date of execution of this Agreement by any amendments to the County salary or other ordinance, or to Memorandum of Understandings between the parties related to salaries and employee benefits.

(b) Subject to any changes contemplated in subsection (a) of this SECTION 3 (e.g., reimbursement of unused sick leave and excess accrued vacation time; salary ordinance amendments, etc.), for the purpose of calculating the amounts due the County during Fiscal Year 2007-2008, the temporary applicable rates for salary and employee benefits shall be \$32.88 per hour for employees of OPS and \$54.04 per hour for employees of the Coroner, until such time as rates are established by the Auditor-Controller for Fiscal Years 2007-2008. The 2007-2008 rates applicable to OPS and Coroner shall be communicated to the Association no later than thirty (30) days after they have been established, and appropriate adjustments in payment due the County shall be made to reflect the differences in the temporary rates and those established by the Auditor-Controller.

For subsequent fiscal years, the rates shall be established by the Auditor-Controller and shall be communicated to the Association no later than thirty (30) days after the beginning of the respective fiscal years. During any fiscal year in which the rates are increased, the Association shall receive reasonable notice of the increase and an explanation of the basis for the new rate.

(c) If payment required under subsection (c) of this SECTION 3, as described on the statement, is not delivered to the County within sixty (60) days after the date of the statement, the County may satisfy such indebtedness from any funds of the Association on deposit with the County without giving further notice to the Association of County's intention to do so. If such payment is not made within 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by the Association. To the extent applicable, an accounting of such unpaid balance shall be included in any cost statement submitted to the Association by the County.

SECTION 4. Term of Agreement. The Agreement shall become effective on the date of approval by the Board of Supervisors, and shall end the last day of June 2010, unless terminated earlier as set forth herein.

SECTION 5. Termination. (a) Either County or the Association may terminate this Agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten days prior thereto.

(b) Termination for Improper Consideration.

(1) The County may, by written notice to the Association, immediately terminate the right of the Association to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Association, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Association performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Association as it could pursue in the event of default by the Association.

(2) The Association shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Chief of OPS, the Coroner Director, the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(3) Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

SECTION 6. Responsibility for Direct Payment. (a) Except as specifically provided herein, the Association shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing service hereunder or any liability other than that provided for in this Agreement.

(b) Leave time under this agreement shall be counted as time worked for overtime purposes. As such, if there is leave time taken under this agreement and the same employee works an overtime assignment at OPS and/or the Coroner, the employee will earn overtime in the same manner as if the employee had worked, at OPS and/or Coroner, as applicable, during the leave.

SECTION 7. Independent Contract. Both the County and the Association, in the performance of this Agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

SECTION 8. Liability and Indemnification. The Association shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this Agreement while engaged in services within the scope of this Agreement, and shall fully indemnify, defend, and hold the County, its agents, officers, and employees harmless from any liability resulting from anything done, or omitted to be done by such personnel provided pursuant to the terms of this Agreement while engaged in services within the scope of this Agreement.

SECTION 9. Extent of Services Provided and Discipline of Personnel. The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions/duties shall remain with the County (i.e., the appointing authority of each employee).

SECTION 10. Notice of Suit. The Association shall give County, or its representative, immediate notice of any suit or action filed, and prompt notice of any claim made against the Association arising out of the performance of this Agreement. The Association shall furnish immediately to the County copies of all pertinent papers received by the Association.

SECTION 11. Contract Complete, Variations. This writing embodies the whole of the agreement between the parties hereto and there are no oral agreements not contained therein. No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

SECTION 12. Reassignment Preference. Any County employee, assigned to duties with the Association under this Agreement, shall upon completion of such assignment, return to the County office/department and unit of assignment that he/she held, provided a vacancy exists, unless he/she chooses to accept a different assignment.

SECTION 13. County Lobbyist. Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by the Association, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by The Association to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

SECTION 14. Safely Surrendered Baby Law. (a) The Association shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

(b) The Association acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Association understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The Association will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Association with the poster to be used.

SECTION 15. Construction. (a) This Agreement shall be construed and enforced pursuant to the laws of the State of California.

(b) No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

IN WITNESS WHEREOF, the parties thereto have caused their duly authorized representatives to execute this Agreement on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARGARET A. YORK, Chief
Office of Public Safety

By _____
ANTHONY T. HERNANDEZ, Director
Department of Coroner

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Principal Deputy County Counsel

**LOS ANGELES COUNTY POLICE
OFFICERS ASSOCIATION**

By _____
SCOTT FRAYER, President

APPROVED AS TO FORM:

LACKIE & DAMMEIER LLP

By _____
Dieter C. Dammeier, Esq.